

Exhibit J

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

	X	
	:	
<i>In re</i>	:	
	:	
THE FINANCIAL OVERSIGHT AND	:	PROMESA
MANAGEMENT BOARD FOR PUERTO RICO,	:	Title III
	:	
as representative of	:	Case No. 17-BK-3283 (LTS)
	:	
THE COMMONWEALTH OF PUERTO RICO,	:	(Jointly Administered)
<i>et al.</i> , ¹	:	
	:	
Debtors.	:	

	X	
	:	
<i>In re</i>	:	
	:	
THE FINANCIAL OVERSIGHT AND	:	PROMESA
MANAGEMENT BOARD FOR PUERTO RICO,	:	Title III
	:	
as representative of	:	Case No. 17-BK-04780 (LTS)
	:	
PUERTO RICO ELECTRIC POWER	:	Relates Only to PREPA
AUTHORITY (PREPA),	:	
	:	
Debtor.	:	

**AMENDED NOTICE OF DEPOSITION OF PUERTO RICO FISCAL AGENCY
AND FINANCIAL ADVISORY AUTHORITY BY CORTLAND CAPITAL
MARKET SERVICES LLC, AS ADMINISTRATIVE AGENT, AND SOLUS**

¹ The Debtors in these Title III cases, along with each Debtor's respective Title III case number listed as a bankruptcy case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747).

TO: Puerto Rico Fiscal Agency and Financial Advisory Authority (“AAFAF”),
c/o O’Melveny & Myers, LLP, Attention Nancy Mitchell, 7 Times Square, New York, NY
10036; and Proskauer Rose LLP, Attention Ehud Barak, 11 Times Square, New York, NY
10036.

PLEASE TAKE NOTICE that, pursuant to Rule 30 of the Federal Rules of Civil Procedure, made applicable by Rule 9014 of the Federal Rules of Bankruptcy Procedure and section 310 of the Puerto Rico Oversight, Management, and Economic Stability Act, Cortland Capital Market Services LLC (“Cortland”), as administrative agent for lenders under that certain Credit Agreement, dated as of May 4, 2012 among PREPA, Scotiabank de Puerto Rico, and the lenders party thereto, and SOLA LTD, Solus Opportunities Fund 5 LP, Ultra Master LTD, and Ultra NB LLC (collectively “Solus”), as lenders to PREPA under a certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., will take the deposition upon oral examination of AAFAF in connection with the *Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922 and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Dkt. No. 1235], as supplemented by the *Supplemental Memorandum of Law and Facts in Support of Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods*

[Case No. 17-BK-4780-LTS, Dkt. No. 1425] (together, the “Settlement Motion”), regarding the subject matters specified in the attached Schedule A.²

The deposition will take place on July 25, 2019, at 10:00 a.m., at the offices of Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, or at such other time and place as may be agreed upon by counsel. The deposition will take place before a court reporter and will be recorded by stenographic means, may be videotaped, and shall continue from day to day until it has been completed.

In accordance with the applicable rules, AAFAF shall designate one or more officers, directors, managing agents or other persons who consent to testify on its behalf as to each of the topics set forth in the attached Schedule A. AAFAF is requested to provide Cortland and Solus with the identity of the individual(s) who will testify regarding each topic at least five (5) business days in advance of the deposition.

² Cortland and Solus are serving this Amended Notice of Deposition pursuant to the *Revised Order Extending and Establishing Certain Deadlines Applicable to the Joint Motion of PREPA and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement* [ECF No. 1235] [Case No. 17-4780-LTS; Dkt. No. 1366].

Dated: July 5, 2019

/s/ Nayuan Zouairabani

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Fund 5 LP, Ultra Master LTD, and Ultra NB
LLC*

SCHEDULE A

Definitions

As used herein,

1. “AAFAF” means the Puerto Rico Fiscal Agency and Financial Authority and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including O’Melveny & Myers LLP and Rothschild & Co US Inc.).
2. “All” and “all” shall be construed as “any or all” or “each and all,” as the context requires, so that each discovery request shall be construed broadly, rather than narrowly, to bring within the scope of each discovery request all responses that might otherwise be construed to be outside its scope.
3. “And” and “or” as used herein are both conjunctive and disjunctive as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.
4. “Annual Budget” has the meaning given in the Trust Agreement.
5. “Assured” means Assured Guaranty Corp. and/or Assured Guaranty Municipal Corp. and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Cadwalader, Wickersham & Taft LLP).
6. “Bonds” and “Bondholders” have the meanings given in the RSA.
7. “Capital Improvement Fund” has the meaning given in the Trust Agreement.
8. “Citibank Credit Agreement” means that certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., as amended and supplemented.

9. “Communication” or “communications” means every manner of communication, disclosure or exchange, and every communication, disclosure or exchange, of information, whether orally or by document, or whether face-to-face, by telephone, telegram, mail, email, personal delivery, electronically, facsimile, text message, or otherwise.

10. “Construction Fund” has the meaning given in the Trust Agreement.

11. “Current Expense” has the meaning given in the Trust Agreement.

12. “Definitive RSA” has the meaning given in the Settlement Motion.

13. “Document” or “documents” means anything within the scope of Federal Rule of Evidence 1001 or Federal Rule of Civil Procedure 34, including the original, drafts, revisions, and nonidentical copies of any written, typed, printed, recorded, magnetic, graphic, or other form of memorialization or communication, and also including all electronically stored information, internal memoranda, papers, books, letters, electronic mail, facsimiles, instant messages, text messages, calendars, appointment books, schedules, telegrams, correspondence, reports, agreements, contracts, leases, recordings, notations, or memorials of telephone conversations or meetings or conferences, interoffice communications, or work papers, as well as any data, information, or statistics contained within any storage module, backup tape, disc, or other memory device, or other information retrievable from storage systems, including computer generated reports and printouts, however produced or reproduced, of every kind and description, in every format in which they appear.

14. “Fuel Line Lenders” means the lenders under the Citibank Credit Agreement or Scotiabank Credit Agreement.

15. “Fuel Line Loans” means the Citibank Credit Agreement and the Scotiabank Credit Agreement and any loans or advances made to PREPA pursuant to either agreement.

16. “General Fund” has the meaning given in the Trust Agreement.
17. “General Reserve Fund” has the meaning given in the Trust Agreement.
18. “Including” means including without limitation.
19. “Most Favored Nations Provision” means section 23 of the RSA.
20. “National” means National Public Finance Guarantee Corporation and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Weil, Gotshal & Manges LLP), and all other persons acting or purporting to act on any of their behalf.
21. “Oversight Board” means the Financial Oversight and Management Board for Puerto Rico and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Citigroup Global Markets Inc., Ernst & Young, LLP and Proskauer Rose LLP), and all other persons acting or purporting to act on any of their behalf.
22. “Petition Date” means July 3, 2017.
23. “Plan” has the meaning given in the RSA.
24. “Preliminary RSA” has the meaning given in the Settlement Motion.
25. “PREPA” means the Puerto Rico Electric Power Authority and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Ankura Consulting Group, LLC, Greenberg Traurig, LP, Norton Rose Fullbright US, LLP, and O’Melveny & Myers, LP) and all other persons acting or purporting to act on any of their behalf.

26. “Relate to,” “relate to,” or “relating to” means constituting, containing, embodying, comprising, reflecting on, identifying, stating, referring to, dealing with, commenting on, responding to, describing, involving, pertaining to, concerning or evidencing.

27. “Renewal and Replacement Fund” has the meaning given in the Trust Agreement.

28. “Reserve Maintenance Fund” has the meaning given in the Trust Agreement.

29. “Revenue Fund” has the meaning given in the Trust Agreement.

30. “RSA” has the meaning given in the Settlement Motion.

31. “Scotiabank Credit Agreement” means that certain Credit Agreement, dated as of May 4, 2012, among PREPA, Scotiabank and the lenders party thereto, as amended and supplemented.

32. “Self-insurance Fund” has the meaning given in the Trust Agreement.

33. “Settlement Motion” means the *Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922 and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Dkt. No. 1235], as supplemented by the *Supplemental Memorandum of Law and Facts in Support of Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Case No. 17-BK-4780-LTS, Dkt. No. 1425].

34. “Sinking Fund” has the meaning given in the Trust Agreement.

35. “Subordinate Obligations Fund” has the meaning given in the Trust Agreement.

36. “Supporting Holders” has the meaning given in the RSA.

37. “Syncora” means Syncora Guarantee Inc. and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Debevoise & Plimpton LLP), and all other persons acting or purporting to act on any of their behalf.

38. “Trust Agreement” means that certain trust agreement, dated as of January 1, 1974, among Puerto Rico Water Resources Authority and First National City Bank, as Trustee, as amended and supplemented. All section references to the Trust Agreement are to the version of the Trust Agreement as amended and supplemented through August 1, 2011.

39. “U.S. Bank” means U.S. Bank National Association, in its capacity as trustee under the Trust Agreement, and (in that capacity only) any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Maslon LLP and Rivera, Tulla and Ferrer, LLC), and all other persons acting or purporting to act on any of their behalf.

40. “You” or “your” or any form of these words means AAFAF, and any of its successors, predecessors, subsidiaries, parents, affiliates, joint ventures, former or present directors, officers, employees, agents, representatives or professionals, and all other persons acting or purporting to act on any of their behalf (including O’Melveny & Myers LLP and Rothschild & Co US Inc.).

41. The use of the singular form of any word includes the plural and vice versa. The feminine includes the masculine and neuter genders and vice versa. The past tense includes the present tense where the clear meaning is not distorted by the change of tense.

42. The name of any person or professional firm refers also to that person or professional firm’s successors, predecessors, subsidiaries, parents, affiliates, former or present

agents, representatives, employees or professionals, and all other persons or entities acting or purporting to act on any of their behalf.

Examination Topics

1. The negotiation of, entry into, and terms of the Preliminary RSA and the Definitive RSA, including:
 - a. Communications or negotiations with the Oversight Board, PREPA, Bondholders, Assured, National or Syncora regarding the terms of the Preliminary RSA or Definitive RSA;
 - b. Communications or negotiations with the Oversight Board, PREPA, Bondholders, Assured, National or Syncora regarding the Fuel Line Lenders' treatment under the Preliminary RSA or Definitive RSA;
 - c. Communications or negotiations with the Oversight Board, PREPA, Bondholders, Assured, National or Syncora regarding the Most Favored Nations Provision of the Definitive RSA; and
 - d. Communications or negotiations with the Oversight Board, PREPA, Bondholders, Assured, National or Syncora regarding the treatment of the Fuel Line Loans or Fuel Line Lenders under any Plan of adjustment contemplated to be filed in connection with the Definitive RSA or the effect of the Definitive RSA on the Fuel Line Loans or the Fuel Line Lenders.
2. The AAFAF's position regarding the scope and value, if any, of the Bondholders' liens or security interests under the Trust Agreement.
3. PREPA's gross revenues and net revenues as of and following the Petition Date.

4. To the extent AAFAF may present argument or submit evidence regarding the status of the Fuel Line Loans as “Current Expenses” under the Trust Agreement or the priority rights of the Fuel Line Lenders:
 - a. AAFAF’s position regarding the status of the Fuel Line Loans as “Current Expenses” under the Trust Agreement or the priority rights of the Fuel Line Lenders; and
 - b. Agreements and resolutions of PREPA regarding the treatment of the Fuel Line Loans as Current Expenses.
5. Whether PREPA and/or U.S. Bank had or has control — as of and subsequent to the Petition Date — of each of the following funds or accounts referenced in the Trust Agreement:
 - a. The General Fund;
 - b. The Revenue Fund;
 - c. The Sinking Fund (including any account within the Sinking Fund);
 - d. The Reserve Maintenance Fund;
 - e. The Self-insurance Fund;
 - f. The Capital Improvement Fund.
 - g. The Subordinate Obligations Fund
 - h. The Renewal and Replacement Fund;
 - i. The Construction Fund; and
 - j. The General Reserve Fund.
6. The topics referenced in the Rule 30(b) Notice of Deposition served on AAFAF by the Official Committee of Unsecured Creditors.

7. The Documents produced in response to the *First Set of Document Requests of Cortland Capital Market Services LLC, as Administrative Agent, and Solus Alternative Asset Management LP to Financial Oversight and Management Board for Puerto Rico, the Puerto Rico Electric Power Authority, and the Puerto Rico Fiscal Agency and Financial Authority* or the *First Set of Supplemental Document Requests of Cortland Capital Market Services LLC, as Administrative Agent, and Solus to Financial Oversight and Management Board for Puerto Rico, the Puerto Rico Electric Power Authority, and the Puerto Rico Fiscal Agency and Financial Authority* either (i) by AAFAF or (ii) on AAFAF's behalf.

CERTIFICATE OF SERVICE

I hereby certify that on July 5, 2019, a true and correct copy of the *Amended Notice of Deposition of Puerto Rico Fiscal Agency and Financial Advisory Authority by Cortland Capital Markets LLC, as Administrative Agent, and Solus* was served on the following: agraitfe@agraitlawpr.com; epo@amgprlaw.com; loliver@amgprlaw.com; jramirez@amrclaw.com; notificaciones@bufete-emmanuelli.com; rolando@bufete-emmanuelli.com; jessica@bufete-emmanuelli.com; dperez@cabprlaw.com; hburgos@cabprlaw.com; rcasellas@cabprlaw.com; aaneses@cstlawpr.com; cfernandez@cstlawpr.com; llach@cstlawpr.com; jcasillas@cstlawpr.com; jnieves@cstlawpr.com; bill.natbony@cwt.com; casey.servais@cwt.com; ellen.halstead@cwt.com; howard.hawkins@cwt.com; mark.ellenberg@cwt.com; thomas.curtin@cwt.com; eworenklein@debevoise.com; mcto@debevoise.com; scastillo@gaclaw.com; bwilliam@gklaw.com; cintrongarcialaw@gmail.com; dvelawoffices@gmail.com; lcda.wentorres@gmail.com; wssbankruptcy@gmail.com; nhamerman@kramerlevin.com; abyowitz@kramerlevin.com; acaton@kramerlevin.com; ghorowitz@kramerlevin.com; tmayer@kramerlevin.com; bill.pentelovitch@maslon.com; clark.whitmore@maslon.com; jason.reed@maslon.com; john.duffey@maslon.com; nzt@mcvpr.com; apavel@omm.com; emckeen@omm.com; jrapisardi@omm.com; nmitchell@omm.com; pfriedman@omm.com; ryang@omm.com; alexbongartz@paulhastings.com; andrewtenzer@paulhastings.com; jamesbliss@paulhastings.com; jamesworthington@paulhastings.com; lucdespins@paulhastings.com; michaelcomerford@paulhastings.com; nicholasbassett@paulhastings.com; pedrojimenez@paulhastings.com; zacharyzwillinger@paulhastings.com; bclark@proskauer.com; ebarak@proskauer.com; ecarino@proskauer.com; gmashberg@proskauer.com; jljonas@proskauer.com; lgeary@proskauer.com; lstafford@proskauer.com; lwolf@proskauer.com; mbienenstock@proskauer.com; mdale@proskauer.com; mmervis@proskauer.com; ppossinger@proskauer.com; etulla@riveratulla.com; icabrera@riveratulla.com; edward.linden@stblaw.com; jamie.fell@stblaw.com; sarah.phillips@stblaw.com; bfriedman@stblaw.com; nbaker@stblaw.com; squsba@stblaw.com; lft@tcm.law; mfb@tcm.law; nperez@tcm.law; jvankirk@tcmrslaw.com; brian.liegel@weil.com; debora.hoehne@weil.com; gregory.silbert@weil.com; jeremy.auster@weil.com; jeremy.cain@weil.com; jonathan.polkes@weil.com; lara.ting@weil.com; lauren.haiken@weil.com; marcia.goldstein@weil.com; moshe.fink@weil.com; national.puerto.rico.receiver.litigation.team@weil.com; reed.collins@weil.com; robert.berezin@weil.com; akherring@wlrk.com; arwolf@wlrk.com; eakleinhause@wlrk.com; jccelentino@wlrk.com; jlynch@wlrk.com; rgmason@wlrk.com.

Dated: July 5, 2019

/s/ Joseph C. Celentino

Richard G. Mason (admitted *pro hac vice*)

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Emil A. Kleinhaus (admitted *pro hac vice*)

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